

Headingley Halls Ltd

18 Headingley Lane, Leeds LS6 2BP

ASSURED SHORTHOLD TENANCY AGREEMENT

AGREEMENT for an Assured Shorthold tenancy (2007 Edition 2)
Deposit held under the Dispute Resolution Service Tenancy Deposit Scheme (TDS)

Name of Landlord(s): Headingley Halls Ltd

Actual Address of the Landlord (this must not be the Agent's address):

18 Headingley Lane, Leeds, LS6 2AS

E mail address of Landlord (if applicable): info@spencer-properties.co.uk

Phone Number: 01132788 600

Fax Number (if applicable): 0113 2787417

Tenant(s) name(s):

Address for contact after tenancy ends: _____

E mail address of Tenant (if applicable): _____

Phone Number: _____

Landlords Letting Agent: N/A

Agent's Address: N/A

E mail address of Agent (if applicable): N/A

Phone Number: N/A

Deposit: £

Deductions may be made from the Deposit according to clause 8 of the Tenancy Agreement attached.

A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being Letters of Leeds Limited

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 30 days of the commencement of the Tenancy and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 30 days the tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

Date of Agreement:

Particulars of agreement:

Landlord: Headingley Halls Ltd

of (address): 18 Headingley Lane, Leeds. LS6 2AS

Which is the Landlord's address for service of notices (for the purposes of Section 48 of the Landlord & Tenant Act 1987)

Tenant:

Property let to the Tenant (address):

Commencement Date: To _____ at 12 noon.

Rent at the rate of £ _____ per annum.

Term of tenancy: _____ months

Instalments of rent:£ _____ **monthly / quarterly / 6 monthly**

Check in Inventory Fee: £

Total Instalments of payments and due dates : £

Method of rent payment: Direct Debit

In addition the Tenant shall pay the Council Tax water charges and the utility charges

The Deposit is £ _____ (Total Deposit)

The Deposit of £N/A is paid by the Tenant to the Landlord and/or
The Deposit of £N/A is paid by (insert details of third party paying the deposit) on behalf of the Tenant).

Name: N/A

Address:

Email address: N/A

Telephone Number: N/A

Fax Number: N/A

Amount paid towards deposit by a third party £N/A

NOTE: If more than one third party contributes towards the deposit attach the same details on a separate sheet relating to that third party.

Basic Administration fee: £ _____ (insert "nil" if none is payable)

Additional administration fee where deposit paid by a third party:£N/A _____ per third party

Additional administration fee if deposit not paid within 14 days: £N/A

Maximum number of occupants permitted: _____ **persons**

Name and address of Letting Agent : Letters of Leeds Ltd, 2 Regent Park Avenue, Leeds. LS6 2AS

INTERPRETATION

1. In this Agreement the following definitions shall apply:-
 - (1) references to "the Landlord" and "the Tenant" include their respective successors
 - (2) where more than one person is "the Tenant" the obligations of those persons shall be joint and individual. References to "the Tenant" are then also references to any of those persons.
 - (3) references to "the Property" include references to any part or parts of the Property
 - (4) references to "the Fixtures and Fittings" means the Landlord's fixtures and fittings furniture and effects made available for the Tenant's use. They also include individual items and replacement items
 - (5) references in this Agreement to "the Term" or "the tenancy" include any extension of it. They also include any statutory periodic tenancy which may arise at the end of the Term
 - (6) "Water charges" also includes sewerage and environmental service charges
 - (7) any obligation not to do any act or thing shall also be treated as an obligation not to allow anyone else to do such an act or thing
 - (8) "the Property" means the premises let to the Tenant. If this forms part of a building then the Tenant's obligations relating to the Property shall where appropriate also apply to the remainder of the building and the Shared Accommodation (if any) although these are not let to the Tenant
 - (9) "Shared Accommodation" means accommodation (if any) which is not included in the letting but which is made available for use by the Tenant together with others
 - (10) "Utility charges" include charges for gas, electricity, telephone, cable and satellite t.v. and the television licence
 - (11) "the Particulars" means the Particulars to this Agreement. These form part of the Agreement

LETTING OF THE PROPERTY

2. The Property is let by the Landlord to the Tenant for the Term commencing on the Commencement Date and ending on the Termination Date at the Specified Time.

RENT

3. The rent payable shall be calculated at the annual rate specified in the Particulars. It shall be paid by the Tenant by payments in advance as provided for in the Particulars. All payments of rent shall be made by the method specified in the Particulars.

COUNCIL TAX ETC

4. The Rent is exclusive of any Council Tax, water charges or utility charges affecting the Property. These will be payable by the Tenant in addition to the Rent.

MAXIMUM NUMBER OF OCCUPANTS

5. The maximum permitted number of occupants of the Property shall be the number of persons specified in the Particulars. No more than that number shall reside at the Property.

SHARED ACCOMMODATION

6. The Tenant shall have the right to use the Shared Accommodation (if any) but in common with such other persons as may be designated by the Landlord.

FIXTURES AND FITTINGS

7. The tenancy shall include the Fixtures and Fittings together with the use of the same in the Shared Accommodation (if any).

THE DEPOSIT

8. (1) On the signing of this Agreement the Tenant shall pay the Deposit to the Landlord
- (2) The Deposit is held by the Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. "Stakeholder" means that no deduction can be made from the Deposit without the agreement of the Landlord/Agent and the Tenant or as determined by adjudication or the Court.
- (3) The Deposit shall be security for the Landlord for
 - (i) any Rent or other sum which may become payable to the Landlord by the Tenant under this Agreement
 - (ii) reasonable compensation for the Landlord if the Tenant breaks any of the Tenant's agreements under this Agreement
 - (iii) any unpaid accounts for utility charges. The Landlord shall be entitled to discharge such accounts on behalf of the Tenant.
 - (iv) any reasonable expenses incurred as a result of the Tenant failing to return any of the keys to the Landlord
 - (v) any overpaid housing benefits repayable by the Landlord to the local authority.
- (4) The Deposit shall be returned to the Tenant after the Tenant has vacated the Property following the end of the tenancy (and the return of the keys) subject to any deduction which the Landlord is entitled to make from it
- (5) The Landlord reserves the right to withhold the Deposit until the Landlord is satisfied that the local authority will not claim the repayment of any housing benefit from the Landlord where housing benefit has been paid direct to the Landlord
- (6) The Deposit shall not be returned until the landlord has received satisfactory proof that all utility charges have been fully paid by the Tenant
- (7) No interest shall be payable on the Deposit. The Agent is entitled to retain the interest.
- (8) The Tenant shall not be entitled to refuse to pay any Rent because the Landlord is holding the Deposit.
- (9) The Deposit is safeguarded by the Tenancy Deposit Scheme (TDS) , which is administered by :
The Dispute Service Ltd
P O Box 541
Amersham
Bucks
HP6 6ZR
Phone: 0845 226 7837
Fax: 01494 431 123
- (10) The Agent must tell the Tenant within 10 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- (11) If there is no dispute the Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Agent/Landlord and Tenant agreeing the allocation of the Deposit.

- (12) The Tenant should try to inform the Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE later asked to resolve any dispute may refuse to adjudicate in the matter.
- (13) If, after 10 working days following notification of a dispute to the Agent and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 15 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- (14) If the amount in dispute is over £5,000 the Landlord and the Tenant agree to submit to formal arbitration through the engagement of an arbitrator appointed by the ICE although, with the written agreement of both parties, the ICE may at his discretion accept the dispute for adjudication. The appointment of an arbitrator will incur an administration fee, to be fixed by the Board of the Dispute Service Ltd from time to time, shared equally between the Landlord and the Tenant; the liability for any subsequent costs will be dependent upon the award made by the arbitrator.
- (15) The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clause 13 above.

TENANT'S AGREEMENTS

9. The Tenant agrees with the Landlord throughout the Term as follows:-
 - (1) to pay the Rent as provided in this Agreement
 - (2) to take reasonable care of the Property and the Fixtures and Fittings
 - (3) to keep the interior of the Property in good repair and in good decorative condition (fair wear and tear excepted)
 - (4) to keep the Fixtures and Fittings in good repair and condition (fair wear and tear excepted)
 - (5) to make good or pay for the reasonable cost of making good all damage to the Property caused by the Tenant or any person residing in or visiting the Property (fair wear and tear excepted) . This includes any damage caused by stiletto heels or the like
 - (6) to make good or pay the reasonable cost for the repair or replacement of any of the Fixtures and Fittings which have been broken lost stolen damaged or destroyed during the Term where caused by the Tenant or any person residing in or visiting the Property including cases where this is due to their fault or negligence (fair wear and tear excepted).
 - (7) to permit the Landlord and others authorised by the Landlord at all reasonable times on not less than 24 hours notice (other than in case of emergency) to enter upon the Property. This is to allow the Landlord to examine the condition and use of the Property or the Fixtures and Fittings. The Landlord may also enter (i) to carry out repairs to decorate or improve the Property or the Fixtures and Fittings (ii) to repair decorate or improve any adjoining premises (iii) to carry out any obligation placed upon the Landlord by law (iv) to carry out any routine checks (v) to carry out the recommendations or requirements of the local authority or any accreditation scheme of which the Landlord is a member or (vi) to carry out any works required by any licence affecting the Property or to comply with the conditions of any such licence. A photographic or video record may be taken on any visit.

- (8) not to do anything as a result of which the insurers may refuse to pay a claim under any policy of insurance on the Property or on the Fixtures and Fittings or to cause the rate of premium on any such policy to be increased
- (9)(a) not to assign or part with or share the possession of the Property except with the Landlord's prior written consent (such consent not to be unreasonably withheld)
- (b) not to sub-let the Property
- (c) not without the prior written consent of the Landlord (such consent not to be unreasonably withheld) to allow any person to reside in the Property other than a person named in the Agreement as the Tenant
- (10) unless otherwise arranged on not less than 24 hours notice to allow the Property to be viewed at all reasonable times by the person who is or is acting on behalf of a prospective purchaser or tenant of the Property authorised by the Landlord or the Landlord's Agents.
- (11) not to use the Property for any illegal or immoral purpose
- (12) not to keep use or bring upon the Property any articles of a specially combustible or specially inflammable or dangerous nature. This includes candles and chip pans (except electrically operated thermostatically controlled chip pans). This does not prohibit matches, or aerosol cans.
- (13) not to bring any furniture on to the Property without the Landlord's prior written consent (such consent not to be unreasonably withheld) and in any event not to bring any article on to the Property which does not comply with the safety regulations for furniture and furnishings. Details of these regulations may be obtained from an Advice Centre or a Solicitor. Any furniture belonging to the Tenant shall be removed at the end of the Term
- (14) not to do anything on or in connection with the Property which shall be a nuisance annoyance or cause damage to the Landlord or to any neighbouring or adjoining or adjacent property or the owners or occupiers of such property or to any person who is lawfully in the vicinity of the Property
- (15) to pay all utility charges for the Property or where appropriate a fair proportion of the same if the supply is shared. If the Landlord is required to pay these charges the Tenant will reimburse the Landlord for them
- (16) on being asked to do so (a) to notify the Landlord in writing of the identity of each utility supplier for the Property together with the reference and any account number (b) not to change the nominated supplier for gas and electricity supplies to the Property (c) If the Tenant changes the nominated supplier to pay an administration fee of £100.00 to deal with converting back for each supply (d) if the supplier is changed to notify the Landlord of this in writing and to supply the reference and account number together with the name of the new supplier..
- (17) not to keep animals or birds or other pets at the Property except with the prior written consent of the Landlord (such consent not to be unreasonably refused) but any such consent may be withdrawn for good reason.
- (18) to use the Property for private residential purposes only
- (19) not to fit or change any lock in the Property
- (20) not to keep or use any paraffin heater liquid petroleum gas heater or portable heater in the Property
- (21) not to remove any of the Fixtures and Fittings from the Property or store the same in the cellar of the Property (if any). Upon vacating the Property the Tenant shall leave the Fixtures and Fittings in the same place in which they were at the Commencement Date
- (22) not to permit any person under the age of 16 to sleep in the Property without the prior written consent of the Landlord (such consent not to be unreasonably refused)
- (23) not to make any alterations in or additions to the Property or cut into or injure any part of the Property without the prior written consent of the Landlord (such consent not to be unreasonably

- refused) but the Landlord shall be entitled to require any such alterations or additions to be reinstated at the end of the Term, if this is reasonable.
- (24) not without the prior written consent of the Landlord (such consent not to be unreasonably refused) to decorate the Property, but only in such colours and using such materials as are first approved in writing by the Landlord acting reasonably
- (25) before leaving the Property vacant at any time other than for a short period to ensure that the stop cock for the water supply is turned off
- (26) not without the Landlord's prior consent to tamper or interfere with or make any alterations or additions to the electrical, gas, plumbing, heating, fire alarm or detection or security systems or any meters or installations in the Property
- (27) to keep the Property including the windows in a clean and tidy condition throughout the tenancy. In the case of the Shared Accommodation (if any) to ensure that there is a cleaning rota which is properly adhered to for the cleaning of the Shared Accommodation
- (28) (a) to remove all rubbish from the Property and to place the same within the dustbin, wheelie bin or receptacles provided.
(b) In the case of dustbins or wheelie bins to ensure that all rubbish is placed and kept inside plastic bin liners inside such dustbins or wheelie bins
(c) to comply with any recycling arrangements relating to refuse disposal
(d) to put out the wheelie bin and return the same so as to comply with the local authority's requirements
- (29) if there are any vermin in the Property or if any repairs are required to the Property or the Fixtures and Fittings (which are the Landlord's responsibility) to notify the Landlord immediately and in writing. In the case of vermin the Tenant shall take such steps as may be necessary to eradicate them (which do not involve any work to the structure or fabric of the Property)
- (30) in cold weather to protect the Property from frost by providing adequate heating for the Property
- (31) not to dispose of fat, rice or any other similar matter into the drain sinks or waste serving the Property in order to prevent them from being blocked
- (32) to clear or pay for the reasonable cost of cleaning all blockages and stoppages to any drain sink bath shower w.c. or other waste serving the Property resulting from any misuse or default by the Tenant or anyone residing in or visiting the Property
- (33) unless the Landlord agrees to do so to keep the garden (if any) tidy and cultivated but this does not require the Tenant to improve any garden. If the Tenant fails to do so or if the Landlord undertakes to maintain the garden to pay the reasonable costs incurred by the Landlord for doing so. The Tenant shall clear up litter and leaves (so as to prevent them from blocking drains)
- (34) to ensure that the Property is kept properly ventilated
- (35) not to place or leave anything which may obstruct any of the Shared Accommodation (if any) in the Property
- (36) to pay the Landlord's reasonable administration charges and all reasonable legal costs or other costs and expenses incurred by the Landlord in connection with the recovery of any arrears of rent or other monies payable under this Agreement or the enforcement of any breach by the Tenant of the terms of this Agreement. Where no charge is specified the Landlord's administration charges will be assessed according to the time reasonably spent by the Landlord. This also applies to removal of the Tenant's property once the tenancy has ended. Such charges include the Landlord's own time.
- (37) to pay all water charges or Council Tax relating to the Property. If the Property is part of a dwelling (as defined under the Local Government Finance Act 1992) Council Tax must be paid for the Property which will be a fair share of the tax payable. The liability to pay Council Tax applies even where some of the residents of the Property or the dwelling are exempt from Council Tax. If the Landlord has to pay such charges or tax the Tenant will reimburse the Landlord for them

- (38) if the Property is broken into not to arrange for the same to be boarded up or repaired without the express prior agreement of the Landlord obtained at the time
- (39) to leave the Property secure and to activate all security systems and alarms at all times when the Property is not occupied
- (40) not to do anything which may create a fire or safety hazard at the Property, including not smoking where this is prohibited. This includes not overloading electric sockets.
- (41) to pay the Landlord's administration charges (if any) as specified in the Particulars.
- (42) to pay interest on any rent or other sums payable under this Agreement which remains unpaid for 7 days after the date when the same becomes payable at the rate of 3% per annum above National Westminster Bank plc base rate (as varied from time to time) from the date when the same became payable until payment (such interest to be paid both before and after any Court Judgment)
- (43) to comply with all requirements imposed by law in relation to the Property (except for any which the Landlord is obliged by law to observe) and not to do anything which is a breach of any term of any licence relating to the Property
- (44) the Tenant shall carry out any test (including any visual inspection) required to the fire detection and burglar alarm systems (if any) at the Property
- (45) to replace the batteries in any non hard wire fire detectors where necessary
- (46) to keep the Tenant's own belongings and property at the Property comprehensively insured, such insurance not to be dependent upon the intruder alarm, if any, being operative
- (47) to allow the Landlord or the Landlord's Agent to display "For Sale" or "To Let" boards on the outside of the Property
- (48) to notify the burglar alarm code to the Landlord together with any change to it
- (49) to vacate the Property no later than the time specified in the Particulars and leave the Fixtures and Fittings at the determination of the Term in a clean state and condition and in good condition (fair wear and tear excepted) and in accordance with the Tenant's agreements contained in this Agreement and to return all keys to the Property to the Landlord
- (50) to pay the Landlord's reasonable charges for preparing any inventory/schedule of condition relating to the Property both at the beginning and end of the tenancy.

OTHER AGREEMENTS

10. It is agreed as follows:-

- (1) if any instalment of Rent payable under this Agreement or any part of it is unpaid for 7 days or more (whether formally or legally demanded or not) or if there is any breach by the Tenant of any of the Tenant's agreements or obligations under this Agreement the Landlord may forfeit (that is to say terminate) this Agreement. Termination shall not affect any right which the Landlord may have to enforce any breach of the Tenant's agreements or obligations where it occurs prior to termination. The Landlord may only exercise this right by Court action whilst anyone is residing at the Property.
- (2) the Landlord may terminate this tenancy on any of the grounds specified in Schedule 2 to the Housing Act 1988 (which include non-payment of rent breach of the tenancy agreement and nuisance/annoyance)
- (3) this Agreement shall take effect subject to the provisions of Section 11 to 16 of the Landlord and Tenant Act 1985. This sets out the Landlord's repairing obligations in respect of the structure and exterior and certain installations in the Property

- (4) the Landlord may make a reasonable charge to the Tenant if the Landlord has to call at the Property because the Tenant has lost any keys to the Property or is otherwise locked out or to reset any alarm (unless due to the fault of the Landlord or anyone for whom the Landlord is responsible) or if any cheque for the rent is dishonoured for any reason or if the Landlord has to write to the Tenant about rent arrears or because the Landlord receives a complaint about the Tenant regarding nuisance/annoyance. This will be £25.00 for each time a cheque is dishonoured and £35.00 for each call out relating to the keys or an alarm during working hours. Out of hours it will be based on time spent. Any reasonable contractor's costs will be paid in addition. Letters will be charged at £25.00 each.
- (5) the provisions of Section 196 of the Law of Property Act (which sets out how notices can be served) shall apply to any notice authorised or required to be served under this Agreement or under any statutory enactment
- (6) the Landlord shall not be liable for any interruption in or failure to provide any facility or service which the Landlord undertakes to provide which is caused by circumstances beyond the reasonable control of the Landlord
- (7) the Landlord shall not be liable to the Tenant for any loss or damage of any kind resulting directly or indirectly from any burglar alarm being inoperative (wholly or partially) whether due to the same being out of repair, inoperative or not activated
- (8) this Agreement is not intended to confer any rights on third parties under the Contracts (Rights of Third Parties) Act 1999
- (9) the Landlord shall be entitled to retain a set of keys for the Property to be used (i) in an emergency (ii) if the Property is unoccupied (iii) where arrangements for access have been agreed with the Landlord (iv) to carry out repairs which have been notified to the Landlord by the Tenant or (v) to carry out the Landlord's legal obligations
- (10) If the Property is damaged by fire or any other risk against which the Landlord effects insurance so that it cannot be occupied the Rent shall be suspended until the Property is reinstated
- (11) Any of the Tenant's furniture and belongings which remain at the Property once the tenancy has ended and the Tenant has vacated shall be treated as abandoned. The Landlord shall be entitled to deal with or dispose of any such items as the Landlord sees fit. The Landlord may make a reasonable charge for the cost of dealing with such items. This may include trade refuse charges.
- (12) the obligations owed to the Landlord by any person who is the Tenant shall cease to be of effect when that person enters into a permitted assignment of the tenancy but this does not cancel liability for any breach occurring before the date of the assignment or affect any Guarantee given by such person to the Landlord
- (13) If during the term the Landlord carries out any works to provide facilities or amenities at the Property (including fire precautions or the provision of a new bathroom, kitchen, toilet or wash hand basin) so as to comply with the conditions of any licence affecting the Property then –
 - (i) the Tenant shall have no claim against the Landlord and the Landlord shall be under no liability to the Tenant
 - (ii) the Tenant shall not be entitled to any reduction or refund in respect of the Rent (except in respect of any expressly agreed with the Landlord prior to the work being carried out)These provisions will apply even if the Property or any part of the Property is temporarily incapable of use but subject to the Landlord taking all reasonable and practicable steps within his power to minimise any consequent disruption.
- (14) The Tenant's own furniture and belongings at the Property shall be at the Tenant's risk. The Landlord shall not be liable to the Tenant for any loss or damage to the Tenant's belongings or of any other kind (including loss or damage resulting directly or indirectly from any burglar alarm being inoperative for any reason) unless due to the Landlord's negligence default or breach of any of the terms of this Agreement.
- (15) If the Particulars provide that rent must be prepaid the Landlord will refund any prepaid payment of rent which relates to a rental period beginning after the tenancy ends (subject to the right of the Landlord to set off any rent or other money payable to the Landlord by the Tenant)

ASSURED SHORTHOLD TENANCY

11. This agreement is intended to create an assured shorthold tenancy.

DISPUTES PROCEDURE RELATING TO THE DEPOSIT

12. The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses 1 to 12 shown below. No deductions can be made from the Deposit without the written consent from both parties to the Tenancy Agreement.

Procedure for Dispute at the end of the Tenancy

- (1) When the landlord and the tenant agree how the deposit should be returned, in full or in part, it must be paid back within 10 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the Independent Case Examiner (ICE) appointed by the Dispute Service Ltd.
- (2) The tenants should make their best endeavours to inform the Agent if they wish to raise a dispute about the deposit within 20 working days after the lawful end of the tenancy and vacation of the property. The Agent has a maximum of 10 working days to resolve the dispute.
- (3) It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE they must accept the decision as final and binding.
- (4) The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website www.tds.gb.com or be obtained directly from The Dispute Service Ltd at the address or telephone number specified in (clause 9) of the attached Tenancy Agreement.
- (5) If the Agent/Member instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Agent must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent,
- (6) The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.

- (7) The Ice will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.
- (8) TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the Court as appropriate.
- (9) The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional
- (10) The Agent and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute
- (11) If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.
- (12) If the Landlord of the Agent are unable to contact the Tenant despite making reasonable efforts to do so or the Tenant is unable to contact the Landlord or the Agent despite making reasonable efforts to do so action must be taken through the County Court system to get judgment for the return of or deductions from the Deposit.

AS WITNESS the hands of the parties or their authorised agents the day and year
first above written

DATED

--

SIGNED by
or on behalf of the **LANDLORD**

PRINT NAME

--	--

SIGNED by The Tenants

PRINT NAME

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	

Address of Property:

MAIN TERMS OF THE TENANCY AGREEMENT

1. The tenancy is a fixed term tenancy. This means you cannot end the tenancy early unless the Landlord expressly agrees this with you
2. If there is more than one person who is the Tenant each person is jointly and individually liable to pay the rent and comply with the other terms of the tenancy. Each is therefore individually responsible for paying the full rent and making good any damage.
3. The Tenants are responsible for payment of Council Tax, water charges, gas, electricity and for the telephone and any other utility charges. The Landlord can hold back the Deposit until the Tenant provides proof of payment of all these utility charges.
4. The Property must be kept clean and tidy. The cellar/basement must be left clear of rubbish. All rubbish must be put in dustbin liners in the dustbin
5. No portable gas heaters or paraffin heaters may be used at the Property
6. Neighbours must not be annoyed e.g. by noisy parties
7. No pets may be kept at the Property without written permission
8. Any repairs to be done by the Landlord must be reported in writing
9. If any cheque for the rent is returned unpaid for any reason a charge will be made. A charge will be made for arrears letters or dealing with complaints.
10. No children are allowed at the Property without the Landlord's permission
11. No locks may be fitted or changed at the Property
12. If there is a break in you must not arrange temporary boarding up without the Landlord's express permission at the time. Otherwise the Landlord will not accept responsibility for the cost.
13. You must not bring furniture into the Property without permission.
14. All furniture or furnishings brought into the Property by the Tenant must comply with fire safety regulations
15. The Tenant must take care of the Property and the Landlord's furniture etc
16. If the Property is left empty in cold weather adequate heating must be left on.
17. The water stop cock must be turned off if the Property is left vacant at any time other than for short periods
18. The Property must be left secure if unattended. Any burglar alarm must be switched on
19. The Tenant's own property is at his/her risk.
20. You must not change the gas or electricity supplier.
21. When vacating you must leave by 12 noon. Any of the Tenant's own furniture or belongings left behind will be regarded as abandoned so the Landlord can dispose of them.
22. At the end of the fixed term unless the Tenant vacates before the end of the fixed term then by law a statutory periodic tenancy comes into effect. This is on the same terms and at the same rent as the tenancy which has run out
The period of this periodic tenancy depends on the frequency of rent payments. This new tenancy will still be an assured shorthold tenancy. When the Tenant wants to end this new tenancy notice must be given to end this tenancy. The length of the notice depends on the length of the period of the tenancy but will always be a minimum of 4 weeks. It may be longer. This does not mean that the Tenant can end the initial fixed term early. The Landlord may also give notice to end the Tenancy.

IMPORTANT NOTE: THIS SUMMARY ONLY SETS OUT CERTAIN OF THE TERMS OF THE TENANCY. YOU ARE BOUND BY ALL OF THE TERMS OF THE TENANCY AGREEMENT. YOU SHOULD THEREFORE READ THE WHOLE OF THE AGREEMENT CAREFULLY BEFORE YOU SIGN IT.

WARNING: IF THE PROPERTY IS A LICENSED HMO THE LANDLORD MAY BE REQUIRED TO CARRY OUT WORK TO COMPLY WITH THE LICENCE CONDITIONS. THIS CAN INCLUDE PROVIDING FIRE PRECAUTIONS OR AMENITIES E.G. TOILETS, WASH HAND BASINS OR KITCHEN FACILITIES. WHILST EVERY EFFORT WILL BE TAKEN TO MINIMISE DISRUPTION THE LANDLORD WILL NOT ACCEPT ANY CLAIMS OR LIABILITY FOR THE WORK AND IN PARTICULAR (UNLESS EXPRESSLY AGREED IN WRITING) NO REFUND OF RENT IS DUE BECAUSE THE PROPERTY CANNOT BE OCCUPIED IN WHOLE OR IN PART WHILST THE WORK IS CARRIED OUT.

I/We consent to the disclosure of information concerning any of us to the Landlord by any utility supplier local authority or educational institution which is relevant to the tenancy or the Property.

I/We consent to the disclosure of information concerning any of us by you to any Landlord or prospective landlord, credit tenants reference agency, utility service, local authority, or educational institution which relates to the tenancy or the Property.

TENANT(S) SIGNATURE(S):

SIGNED by The Tenants

PRINT NAME

1.	
2.	
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STATEMENT TO BE SIGNED RELATING TO DEPOSIT

The Landlord confirms that the information provided to the Agent and the Tenant is accurate to the best of his knowledge and belief.

The Tenant has been given the opportunity to examine this information and to confirm by signing this document that the information is accurate to the best of the Landlord's knowledge and belief.

The Tenant confirms by signing this document that the Landlord confirms that the information contained is accurate to the best of the Landlord's knowledge and belief.

SIGNED by The Tenants

PRINT NAME

1.	
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**SIGNED by
or on behalf of the LANDLORD**

PRINT NAME

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RESIDENTIAL LANDLORDS ASSOCIATION

Prescribed Information for Assured Shorthold Tenancies

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A1 Address of the property/premises to which the tenancy relates (*delete whichever does not apply*)

Details of deposit holder(s)

A2 **Name(s)**

Letter of Leeds Ltd

A3 **Actual address**

2 Regent Park Avenue, Leeds. LS6 2AU

A4 **E mail address** (*if applicable*)

info@letters-of-leeds.co.uk

A5 **Telephone number**

0113 2208939

A6 **Fax number** (*if applicable*)

0113 2787417

Details of tenant(s)

A7 **Name(s)**

A8 **Address(es) for contact after the tenancy ends** (*if known*)

A9 **E mail address(es)** (*if applicable*)

A10 **Mobile number(s)** (*if applicable*)

A11 **Fax number(s)** (*if applicable*)

Please provide the details requested in A 7-11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)



A12 The deposit is £

A13 The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

A14 A leaflet entitled *What if the Tenancy Deposit Scheme?*, explaining how the Deposit is protected by the Housing Act 2004, is attached to this document for the Tenant by the person holding the Deposit being Letters of Leeds.

At the end of the tenancy

A15 The deposit will be released following the procedures set out in clause 8. 4,5,6 of the Tenancy Agreement attached/provided* separately (** delete whichever is appropriate*).

A16 Deductions may be made from the Deposit according to clause 8 of the Tenancy Agreement attached/provided* separately

(**delete whichever is appropriate*). No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

A17 The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in ***What is the Tenancy Deposit Scheme?***, which is attached to this document. More detailed information is available on: www.tds.gb.com.

A18 TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

- make every practical effort, over a reasonable period of time but for no longer that it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.
- Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do
- allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A20 Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

S21 Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agents (*delete if landlord*) and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information. The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant (s)

Signed by the Landlord/Agent

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd

PO Box 1255

Hemel Hempstead

Herts

HP1 9GN

phone 0845 226 7837

web www.tds.gb.com

email deposits@tds.gb.com

fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to Court.

Completing the Prescribed Information for Assured Shorthold Tenancies

A1 – Enter property/premises address

A2 – Enter name/s of deposit holder/s

A3 – Enter actual address

A4 – Enter email address

A5 – Enter telephone number

A6 – Enter fax number

A7 – Enter name/s of tenant/s

A8 – Enter address(es)

A9 – Enter email address

A10 – Enter telephone number

A11 – Enter fax number

A12 – Enter amount of deposit

A14 – Enter name of deposit holder

A15 – Enter the clause numbers from the tenancy agreement

A16 – Enter the clause numbers from the tenancy agreement.

Agency Fees

Spencer Properties operates a fair fee structure. We aim to provide a specialised and personal service to all our clients.

Spencer Properties (UK) Ltd is a well-respected family run company with over 40 years' experience in providing top quality affordable homes for all types of tenants.

Meticulous attention to detail and innovation is key to every area of our business which is built on exceeding client's expectations.

To take a property off the market, each tenant will need to pay a deposit of £300.00 per person.

Student Fees:

Students PAY NO ADMIN FEE

Professional Admin Fees:

- Individual applicant: £115.00
- Joint applicants: £200.00

The following fees will apply if a credit reference check is required:

- Individual applicant: £130
- Joint applicants: £200

Discretionary Extras:

Fast Check-in: £80.00

Subject to the contract criteria being complete. We can meet you at the property and handover the keys and executed the check-in inventory.

Evening or Weekend check –in: £90.00

Available up to 8pm (Monday to Friday) & 5pm (Saturday & Sunday)

Late Rent Fees:

Unpaid rent/ direct Debit £30.00

2nd & subsequent letter re: unpaid rents after 7 days demand £45.00

Where the tenancy is assigned the administration charges will be charged at a minimum of £120 per person plus any viewing and additional expenses incurred.

Credit Card Charges:

American express, MasterCard, Visa Credit Card: 2%

Pet Fee: £250.00

Under some circumstances we will allow tenants to keep pets, however, this is subject to written consent from the landlord. The non-refundable fee cover cost of infestation.

- **Post Tenancy Meter Readings: £25.00**
- **Collection of Post: £25.00**

- **Additional copy of Tenancy agreement £15.00**
- **Change (New) Direct Debit mandate £15.00**
- **Failure to complete contract criteria within deadline £60.00 per letter**
- **Keys Cutting £30.00 (per key)**
- **Lock Change £75.00 + £30.00 for each additional key**

Check-in and check-out:

Unless agreed otherwise, the landlord will be responsible for the cost of the inventory and check-out and the tenant will be liable for the cost of the inventory and check-in. We advise you to make yourself available for the check-in and check-out. Inventory fee are as follows:

Studio / 1Bedroom property £60.00 (£30.00 landlord and £30.00 tenant)

2 Bedroom Property £120.00 (£60.00 landlord and £60.00 tenants, £30.00 each tenant)

3 Bedroom Property £180.00 (£90.00 landlord and £90.00 tenants, £30.00 each tenant)

4 Bedroom Property £240.00 (£120.00 landlord and £120.00 tenants, £30.00 each tenant)

5+ Bedroom Property £300.00 (£150.00 landlord and £1500.00 tenants, £30.00 each tenant on average)

The inventory fee will be payable in instalments in line with the rent payments

Headingley Halls Ltd

18 Headingley Lane, Leeds LS6 2BP

ISSUE TO THE TENANT

Property Name :

Date :

Thank you for choosing Spencer Properties as your landlord for the above property.

In order to ensure your move in date runs as smooth and possible we would like to outline the following so that you are aware of certain criteria's that should be met before the start of the tenancy. Please note that if any of the criteria remain outstanding. Then as stated in the tenancy agreement, we will not be in a position to release the keys to any of the tenants. The agreement signed by the tenants is a joint tenancy and therefore it is the responsibility of all tenants to ensure that the criteria have been fully met by all.

Contract Criteria:

1. National Insurance Number
2. Bond/Deposit
3. Admin Fee
4. Direct Debit
5. Signature on all pages of the Contract
6. Application form & Photo ID (photo taken in the office)
7. Guarantor Form and Guarantor's photo ID
8. 1st Rent Instalment (as per your contract)

Should any of the above not be complete within days of signing, additional admin fees of £60.00 per person will apply for every 7 days the information or payments are outstanding, the deadline for your contract criteria to be complete is

Date :

The following outlines fees and rent due for your information so you can ensure sufficient funds are in place on the following dates to avoid bank charges.

Total Deposit £

Total Admin £

Rent Payment Schedule £

Headingley Halls Ltd

18 Headingley Lane, Leeds LS6 2BP

ISSUE TO THE TENANT

Dear Tenant

Date :

VERY IMPORTANT INFORMATION PLEASE READ

- (1) The contract that you are about to enter into is a legally binding agreement.
- (2) There is no get out clause, by signing this agreement you are making a commitment for the agreed period of the contract.
- (3) If you are unable to take up the tenancy then you will either have to continue to pay the rent or find somebody to take over your part of the tenancy, it is your responsibility to do this.
- (4) Please be aware the fees overleaf must be complete within 2 weeks of signing and the documents must be completed within 30 days of signing. Failure to do so will result in additional admin fees of £60.00 being applied.
- (5) Before handing out keys, all the contract criteria must be met and the first rental instalment paid in cleared funds by each tenant.

If any tenant signs the tenancy agreement and fails to comply with the conditions referred to above then it will be at the landlords discretion as to whether or not to treat the agreement as completed and binding upon whoever has signed.

Please note that under no circumstances will keys be given out until all these conditions are met by each tenant in the house.

Signed by : Head Tenant of the House

Print Name :

Dated :